"A revocation to be effective must be made pursuant to the statute. Lovell *v.* Quitman, 88 N. Y. 377, 42 Am. Rep. 254; Burnham *v.* Comfort, 108 N. Y. 535, 15 N. E. 710, 2 Am. St. Rep. 462; Delafield *v.* Parish, 25 N. Y. 9; Matter of Evans, 113 App. Div. 373, 98 N. Y. Supp. 1042. It is not within the legitimate power of the courts to dispense with the requirements of statute in the execution or revocation of wills and accept even a definite intention to perform the prescribed act in connection therewith for the act itself. Hoitt *v.* Hoitt, 63 N. H. 475, 3 Atl. 604, 56 Am. Rep. 530. It is held in Tynan *v.* Paschal, 27 Tex. 286, 84 Am. Dec. 619, that a letter of a decedent to his attorney in fact directing him to destroy his will does not operate ipso facto as an immediate revocation of it. The English decisions relating to the subject under consideration are based upon an amended statute that differs somewhat from a prior English statute and from our statute, and such decisions are not convincing upon a consideration of our statute and the facts before us.

"It is urged that Miss McGill intended that her will should be destroyed. That may be admitted. Such intention to destroy the will is not a revocation. Her words do not indicate an intention to reveke the will at once or apart from its revocation through a destruction of the will by O'Kennedy. It is further urged that a construction of the paper by which it is held that it does not in itself constitute a revocation is technical and illiberal. The statute relating to the revocation of a will is specific and unqualified. So is the statute regarding the execution of a will. Both are intended for literal compliance. The reason that exists for requiring that a will, to be effective, must be executed with certain formalities, exists to an equal extent for requiring that an instrument revoking a will, to be effective, must be executed with like formalities. Formalities in the making and in the revocation of a will are necessary to prevent mistake, misapprehension, and fraud. The interests of the people are best subserved by sustaining the statute quoted as it is written."

Workmen's Compensation Act—Compensation for Injury by Disease Contracted in Caring for Other Employees.—A safety engineer employed by a mining company contracted influenza which resulted in an affection of the heart and made it mpossible for him to do any but light work. He was awarded compensation by the Industrial Accident Commission, and the Supreme Court of California affirmed the award in Engels Copper Mining Co. *v.* Industrial Acc. Commission, 192 Pac. 845. During the influenza epidemic a considerable number of employees of the mining company were attacked, and it attempted to care for the cases in its hospital, and in temporary quarters used for that purpose, among which was the safety engineer's office. Because of the insufficient number of medical attendants and

nurses to meet the emergency, the engineer practically give up his own duties and devoted himself to caring for the influenza patients. He bathed them, gave them food and medicine, attended to their personal wants generally, and for five or six days had the closest personal contract with them. He finally contracted the disease himself, which resulted in his permanent industrial impairment.

The court said in part: "It is true that an injury suffered by an employee in voluntarily doing something entirely outside of his employment, even though of benefit to his employer, is not an injury suffered by him in the course of his employment, and, if the facts of this case were only those we have stated, it might be that the award would have to be annulled on that ground. But there was eivdence in the case which would justify the commission in believing that the further fact was present that the company's superintendent had directed Rebstock to assist in caring for the company's influenza patients. This fact, for we must take it to be the fact, at once took Rebstock's services in that respect out of the class of purely voluntary services. Although the services were exceptional, and without the usual scope of Rebstock's employment, they were within its actual scope at the immediate time, because rendered in response to the company's direction. Miner *v.* Franklin County Telephone Co., 83 Vt. 311, 75 Atl. 653, 26 L. R. A. (N. S.) 1195; Sunnyside Coal Co. *v.* Industrial Accident Commission, 291 Ill. 523, 126 N. E. 196."